



**COMMONWEALTH of VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES**

600 East Broad Street, Suite 1300
Richmond, VA 23219

July 20, 2017

Dear Prospective Offeror:

The Department of Medical Assistance Services (DMAS or the Agency) is soliciting proposals from a state entity or firms able to provide site visits and certify qualifying Residential Treatment Services (RTS) providers if the RTS meet the criteria for American Society of Addiction Medicine (ASAM) Levels of Care (3.1, 3.3, 3.5, and/or 3.7) for credentialing with Medicaid health plans and Magellan of Virginia. DMAS will be referenced as "the Agency" and the business contractor will be referenced as "the Offeror" throughout the request for proposals. Specific details about this procurement are in the enclosed Request for Proposals (RFP) 2017-07.

Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this RFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. The Commonwealth will not pay any costs that Offerors incur in preparing a proposal. As provided in the Virginia Public Procurement Act, the Department may reject any and all proposals received or cancel this RFP.

Potential Offerors are requested not to call this office. All issues and questions related to this RFP should be submitted in writing to the attention of Ashley Harrell, Policy and Planning Specialist, Developmental Disabilities & Behavioral Health Division, 600 East Broad Street, Suite 1300, Richmond, VA 23219, and should be submitted by email in MS Word format to RFP2017-07@dmas.virginia.gov by August 1, 2017 at 2:00PM Eastern Time.

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on July 31, 2017 from 11:00 AM to Noon Eastern Time at the Department of Medical Assistance Service, 600 E. Broad Street, Conference Room 11B, Richmond, VA 23219. Offerors may attend in person or telephonically. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Due to space limitations, Offerors are limited to two (2) representatives each at the preproposal conference. To ensure adequate accommodations, Offerors need to pre-register with Ashley Harrell using the following link <https://dmasraining.adobeconnect.com/rfppropconf/event/registration.html>, indicating whether attendance will be in-person or telephonic. Offerors should pre-register no later than 2:00 PM Eastern Time on July 28, 2016. Offerors should bring a copy of the RFP to the conference. Any changes resulting from this conference will be issued in a written addendum to the RFP.

Sincerely,

Kayla Anderson
DMAS Procurement Officer

Enclosure

REQUEST FOR PROPOSALS
RFP 2017-07

Issue Date: July 20, 2017

Title: American Society of Addiction Medicine (ASAM) Level of Care Certification of Residential Treatment Service Providers for the Addiction and Recovery Treatment Services (ARTS) program.

Period of Contract: An initial period of two (2) years from award of contract, with provisions for five (5) 12-month renewal options.

Commodity Code: 92405, 92416, 92435, 92440 & 92441

All inquiries should be directed in writing via email in MS Word Format to:
RFP2017-07@dmass.virginia.gov

Deadline for Submitting Inquiries: **2:00 PM, ET, August 1, 2017**

Proposal Due Date: Proposals will be accepted until **10:00 AM, ET, August 14, 2017**

Submission Method: The proposal(s) must be submitted in an envelope or box and addressed as follows:

“RFP 2017-07 Proposal”
Department of Medical Assistance Services
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219
Attention: Kayla Anderson

Facsimile Transmission of the proposal is not acceptable.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 7.3.1, e in General Terms and Condition 7.3. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

In compliance with this Request for Proposal **RFP 2017-07** and pursuant to all conditions imposed herein or incorporated by reference, the undersigned proposes and agrees, if awarded this contract, to furnish the services contained in their proposal.

Firm Name (Print)	F.I. or S.S. Number
Address	Print Name
Address	Title
City, State, Zip Code	Signature (Signed in Ink)
Telephone:	Date Signed
Fax Number:	Email:
eVA Registration Offeror Number (Required):	eVA #:
State Corporation Commission ID Number (Required): (See Special Terms and Conditions)	SCC ID#:
Dun & Bradstreet D-U-N-S Number (Required):	DUNS#:
Check Applicable Status: Corporation: _____ Partnership: _____ Proprietorship: _____ Individual: _____ Woman Owned: _____ Minority Owned: _____ Small Business: _____ If Department of Minority Business Enterprises (DMBE) certified, provide certification number: _____	

Submit this completed form with Technical Proposal under Required Forms

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

REQUEST FOR PROPOSALS

FOR

**AMERICAN SOCIETY OF ADDICTION MEDICINE (ASAM) LEVEL OF CARE
CERTIFICATION OF RESIDENTIAL TREATMENT SERVICE PROVIDERS FOR THE
ADDICTION AND RECOVERY TREATMENT SERVICES (ARTS) PROGRAM**

RFP 2017-07

ISSUED: July 20, 2017

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1. REQUEST

The Department of Medical Assistance Services (DMAS or the Agency) is soliciting proposals from another state entity or a firm to provide site visits and certify qualifying Residential Treatment Services (RTS) providers if those providers meet the criteria for American Society of Addiction Medicine (ASAM) Levels of Care (3.1, 3.3, 3.5 and/or 3.7) for credentialing with the Medicaid health plans and the Department's contracted Behavioral Health Services Administrator (BHSA) – Magellan of Virginia. DMAS will be referenced as “the Agency” or “the Department” and the business contractor will be referenced as “the Offeror” throughout the request for proposals.

2. PURPOSE

DMAS is the single state agency in the Commonwealth of Virginia that administers the Medicaid program under Title XIX of the *Social Security Act* and the Virginia State Child Health Insurance Program, known as the Family Access to Medical Insurance Security (FAMIS), and under Title XXI of the *Social Security Act* for low-income people and children. These programs are financed by federal and state funds and administered by the State according to federal guidelines. Both programs include coverage of medical services for eligible Medicaid and FAMIS members. Information about the Virginia Medicaid program is available at <http://dmasva.dmas.virginia.gov>

The purpose of this Request for Proposal (RFP 2017-07) is to solicit proposals to establish one contract through competitive negotiations for the purchase of services to provide ASAM Level of Care assessments of the residential treatment service providers who intend to pursue the credentialing process with the Medicaid health plans and Magellan of Virginia. The ASAM Level of Care assessment process will include initial provider desk audits based on the provider's submission of the ARTS Application for ASAM Level 3.1, 3.3, 3.5 and 3.7 and following with site visits to determine and recommend the appropriate residential levels of care based on ASAM Criteria for each provider reviewed.

2.1 BACKGROUND

In November 2016, State Health Commissioner Marissa J. Levine declared the Virginia opioid addiction crisis a Public Health Emergency. The Virginia Department of Health (VDH) has estimated the number of fatal opioid overdose deaths in calendar year 2016 to be 1,420. The trend of more people dying from opioid overdoses than fatal car accidents continues to grow. VDH data shows that emergency department visits for heroin overdose for January-September 2016 increased 89 percent, compared to the same nine-month period in 2015. In the first half of 2016, the total number of fatal drug overdoses in Virginia increased 35 percent, when compared to the same time period in 2015. In 2013, fatal drug overdoses became the number one cause of unnatural death in the Commonwealth. National data shows that individuals enrolled in Medicaid are being disproportionately impacted by the substance abuse epidemic. Medicaid members are prescribed opioids at twice the rate of non-Medicaid members and are at three-to-six times the risk of prescription opioid overdose¹.

In an effort to meet the Governor's and General Assembly mandate in the 2016 Appropriations Act, Item 306 MMMM, which authorized DMAS to make changes to its existing substance use

¹ <http://healthaffairs.org/blog/2017/04/11/medicaid-responds-to-the-opioid-epidemic-regulating-prescribing-and-finding-ways-to-expand-treatment-access/>

disorder treatment services, DMAS partnered with the Department of Behavioral Health and Developmental Services (DBHDS), Virginia Department of Health (VDH), Department of Health Professions (DHP), and other stakeholders in the implementation of the enhanced and comprehensive substance use disorder (SUD) benefit package called Addiction and Recovery Treatment Services (ARTS) effective April 1, 2017. The transformation, as recommended by the State agencies to effectively address transitioning to nationally recognized, and evidenced-based practices, includes requiring a comprehensive continuum of addiction and recovery treatment services based on the ASAM Patient Placement Criteria. Additionally, the transformation required that DMAS Managed Care Programs and Managed Care Health Plans begin covering non-traditional community based substance abuse treatment services, which had previously been excluded services and paid through for the Department's Fee-For-Service payment model. The General Assembly also directed DMAS to apply for an 1115 Demonstration Waiver, which the Centers for Medicare and Medicaid Services (CMS) awarded to Virginia in December 2016 and was implemented April 1, 2017. The waiver provided DMAS authority, and related federal Medicaid matching funds, to provide coverage of short-term inpatient detox and residential substance abuse treatment facilities with greater than 16 beds for currently eligible Medicaid members. CMS is also requiring each Medicaid Managed Care Health Plan and Magellan of Virginia, to have adequate numbers of providers in each category of need based upon ASAM levels of care. For residential levels of care, at least one sublevel level of care (3.1, 3.3, 3.5, and/or 3.7) was required to be available to beneficiaries upon implementation within each Medicaid Managed Care Health Plan and Magellan of Virginia network. Within three years, all ASAM levels and sublevels of care delivering ARTS benefits will be required to be available to recipients within each Medicaid Managed Care Health Plan and Magellan of Virginia network.

The Virginia Office of Licensing does not apply the ASAM Criteria in licensing of the residential treatment service providers. Therefore, to meet the CMS requirements for the 1115 Demonstration Waiver to apply the ASAM Criteria for residential treatment services, DMAS is seeking a Contractor is to conduct these ASAM Level of Care assessments for residential providers who intend to pursue the credentialing process with the Medicaid Managed Care Health Plans and Magellan of Virginia. Certification of an adequate number of residential treatment services providers is essential to the successful continuation of the Medicaid ARTS benefit and decreasing the number of fatal overdoses among members enrolled in Medicaid.

2.2 THE AGENCY VALUES AND MISSION STATMENT

DMAS is one of thirteen agencies within the Virginia Health and Human Resources Secretariat headed by Dr. William Hazel. DMAS is led by an Agency Director.

The mission of the Agency is to provide a system of high-quality and cost effective health care services to qualifying Virginians and their families. DMAS works to ensure that program integrity is maintained in the array of preventive, acute and long-term care services it provides, and that fraud, abuse, and waste are detected and eliminated to the maximum extent possible.

DMAS encourages beneficiaries to take responsibility for improving individual health outcomes and achieve greater self-sufficiency. Potential Offerors may view more information about DMAS by visiting www.dmas.virginia.gov. The Agency takes pride in living up to the following core set of values: Accountability, Collaboration, Innovation, Responsiveness and Customer Service.

3. STATEMENT OF WORK

The Offeror must demonstrate ability to complete the ASAM Level of Care assessments, including desk audits and site visits for all ASAM Levels of Care including 3.1, 3.3, 3.5 and 3.7. Assessments, including the site visits, shall be completed within two months of provider application in order for the Medicaid Managed Care Health Plans and Magellan of Virginia to complete credentialing of providers for the ARTS benefit. The Contractor must work closely with DMAS Leadership staff.

The Offeror must have experience and the capability of administering the ASAM Criteria for residential treatment programs. The Contractor shall commit to assuring the quality and consistency of the review process of the residential treatment service providers. All staff included on the project will have relevant knowledge and experience of applying ASAM Criteria. Every site review will be supervised by the Contractor's senior team members and senior team will review the site report before finalizing to send to the Department.

3.1 Contractor Required Activities

- 3.1.1 The residential treatment service providers shall complete the ARTS Attestation Form, ARTS Staff Roster and copy of the appropriate Department of Behavioral Health and Developmental Services (DBDHS) license (herein called "Application") that have been developed by DMAS and posted online at: http://www.dmas.virginia.gov/Content_pgs/bh-sud.aspx. The completed paperwork will indicate which ASAM level(s) the providers seek to be certified under/which ASAM level(s) the providers believe themselves to meet the requirements and criteria for obtaining certification on the Attestation form and submit the Application to the Department. The Department will require signed Applications for record and will utilize electronic copies of the Application for expedited submission to the Offeror (excluding weekends and State holidays). **The Contractor shall perform desk reviews within two weeks of receipt of the Application and schedule site visits within three weeks of completing the desk review. The site visits and outcome reports shall be completed within two months of the receipt of the completed Application by the provider.**
- 3.1.2 The Contractor shall verify that the provider holds the appropriate DBHDS license for the particular ASAM Level of Care based on the DBHDS ASAM Level of Care Crosswalk posted online at: http://www.dmas.virginia.gov/Content_pgs/bh-sud.aspx. The Contractor shall assess whether the provider meets the ASAM Criteria specific to its Application including: Support Systems, with Co-Occurring Enhanced Support Systems as applicable; Staffing Requirements, with Co-Occurring Staff Requirements as applicable; Therapies, with Co-Occurring Therapies as applicable, in accordance to the American Society of Addiction Medicine (ASAM) Criteria, 3rd Edition.
- 3.1.3 Upon completion of each site visit, the Contractors site visit team shall prepare an individual site visit report (design of which must be approved by DMAS), to include such items as documentation of observations, conclusions, and recommendations.
- 3.1.4 The Contractor shall include in the final report to the provider the Medicaid Appeals Process as documented in this contract.
- 3.1.5 The Contractor shall provide a preliminary debriefing to the appropriate staff prior to leaving the physical location of the site visit.

3.2 Required milestones and deliverables are:

Deliverable and/or Critical Milestone	Deliverable (or Critical Milestone) Description
Residential treatment service providers complete and submit the Department's ARTS Application indicating which ASAM levels they consider their program(s) meeting criteria.	The Department will keep current copy of the ARTS Application on the Department website. The Department will submit completed Applications via email to the Contractor.
One week after contract execution/signing.	The Contractor will schedule the pending Applications desk reviews or review any outstanding Plan of Correction submitted by previous contractor.
Contractor to conduct a desk review of Applications within 2 weeks of receipt.	<p>The Contractor shall conduct a desk review of each Application within two weeks of receipt of the Applications from the Department.</p> <p>The Contractor Project Director shall assign site Applications for review to staff that will conduct the site visits with that particular site. Each Application will be reviewed staff with clinical and administrative experience.</p> <p>If Applications are found to lack needed information, the Contractor will contact the agency and request additional documentation to address how they meet the identified standards.</p> <p>Contractor shall follow-up with residential treatment service providers directly on required documentation. Any residential treatment service provider not completing the Application process within seven (7) business days of the Contractors communication shall be submitted to the Department for follow up.</p> <p>The Contractor shall schedule an in person site visit upon receipt of a complete and acceptable desk review.</p>
Site visits and the certification process.	<p>The Contractor should schedule all site visits within 2 to 3 weeks of completing Application desk reviews. All clinicians should have ASAM training with special focus on residential treatment services.</p> <p>The Contractor shall confirm and validate the clinical processes documented and listed in the Application materials. Site visits shall be conducted in up to a four hour time frame. If deficiencies are determined on site review, the Contractor will document those specific areas in the Final Report and inform the provider of these deficiencies.</p> <p>Providers may submit a corrective action plan with 60 days of site visit addressing any deficiencies identified by the Contractor. The Contractor shall review Corrective Action Plans and make final certification determination with 2 weeks of receipt from Provider.</p>

Deliverable and/or Critical Milestone	Deliverable (or Critical Milestone) Description
Individual Site Reports	Upon completion of each site visits, the Contractors site visit team shall prepare an individual site visit report with documentation of observations, conclusions, and recommendations. The site visit team shall provide a preliminary debriefing to appropriate local staff before leaving the physical location. The team shall then send the narrative report reflecting site observations to the Contractors project manager for quality and completeness review. Upon completion the Contractor shall provide to the Department and sites, clear evidence by specific criteria of what ASAM Level of Care elements are met, what are not met, and what would be required to meet the criteria. The Contractor shall provide the local staff with DMAS Appeals language as stated in this Contract.
Weekly Status Reporting	The Contractor shall prepare and submit to the Department weekly reports by region that list all sites visited that week by ASAM level and the result of each visit. In addition to sending an updated summary spreadsheet each week, the Contractors Project Manager will send copies of the finalized site visit reports to the Department. The summary spreadsheet will be developed with the Department and used to share with the health plans and Magellan of Virginia.
Appeal Process	The Contractor will provide a senior-level clinician to support the Department's appeal process for additional review and consideration.

4 PAYMENTS TO THE CONTRACTOR

Payments to the Contractor will be made monthly at based on the accurate monthly invoice based upon the cost per completed credentialing amount per ASAM level and other agreed to costs between DMAS and the Contractor, as finalized in the contract negotiations and identified in the Cost Proposal (Attachment I). The Department will not offer or pay directly or indirectly any material inducement, bonus, or other financial incentive based on the Contractors performance during the contract period. Payments to the Contractor shall also be subject to the General Terms and Conditions and the Special Terms and Conditions of Sections 7 and 8, respectively, of this RFP.

4.1.Payment of Invoice

4.1.1 Operations

The Contractor will be paid monthly based on an accurate monthly invoice submitted by the 5th day of the following month. The invoice shall be sent via email to BCMinvoices@dmass.virginia.gov and the DMAS contract administrator. The amount of the contractor's fee due is based on fixed flat fee per site certification as proposed in the final negotiated cost proposal during that month. Accounts will be monitored by the Department of Medical Assistance Services to ensure payments match and are the result of the contractor's activity. Payment will be disbursed within 30 days of receipt of contractor invoice or resolution of any invoice dispute, whichever is later. The monthly bill will also include the contract number and the contractor's FIN number.

The payment of the invoice, by the Department, shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

4.1.2 Travel

For travel within the contract scope of work or as mutually agreed, DMAS shall pay, or reimburse Contractor, for all reasonable and actual travel-related expenses incurred by Contractor during the relevant period, including transportation, meals, lodging and incidental expenses, that have been authorized by DMAS in advance and which will be reimbursable by DMAS at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). All reimbursed expenses will be billed to DMAS on a pass-through basis without any markup by Contractor. At DMAS' request, Contractor shall provide copies of receipts for all travel expenses over US\$30.00.

4.1.3 Payment Reductions

The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department not to constitute proper remuneration for compensable services on the basis of audits conducted in accordance with the terms of this RFP.

5 PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS

This RFP is issued by the Department. The Department will be the sole point of contact with all interested Offerors from the date of release of the RFP until the contract is fully executed and signed. Offerors should not contact any state employees other than the individuals indicated in this RFP.

If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued. Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this RFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. If supplemental releases are necessary, the Department reserves the right to extend the due dates and time for receipt of proposals to accommodate such interpretations of additional data requirements.

Each Offeror shall submit a separate Technical Proposal and a Cost Proposal in relation to the requirements described in this RFP. The following describes the general requirements for each proposal and the specific requirements for the Technical Proposal and the Cost Proposal.

5.1 Overview

Both the Technical Proposal and the Cost Proposal shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposals shall be prepared simply and economically, and shall include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposals should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this RFP.

The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks a lower score or elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Department and the evaluators are not obligated to ask an Offeror to identify where an RFP requirement is addressed, and no Offeror should assume that it will have an opportunity to supplement its proposal or to assist the evaluators in understanding and evaluating its proposal.

5.2 Binding of Proposal

The Technical Proposal shall be clearly labeled “RFP 2017-07 Technical Proposal” on the front cover. The Cost Proposal shall be clearly labeled “RFP 2017-07 Cost Proposal” on the front cover. The legal name of the organization submitting the proposal shall also appear on the covers of both the Technical Proposal and the Cost Proposal.

The proposals shall be typed, bound, page-numbered, single-spaced with a 12-point font on 8 1/2” x 11” paper with 1” margins and printed on one side only. Offerors may use a larger size font for section headings and may use a smaller font size for footers, tables, graphics, exhibits, or similar sections, if necessary. Larger graphics, exhibits, organization charts, and network diagrams may also be printed on larger paper as a foldout if 8 1/2” x 11” paper is not practical. Each hard copy of the Technical Proposal and each hard copy of the Cost Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

The Offeror shall submit an original and three (3) hard copies of the Technical Proposal and one original hard copy of the Cost Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked “RFP 2017-07 Technical Proposal.” In addition, the original of the Cost Proposal shall be sealed separately and clearly marked “RFP 2017-07 Cost Proposal” and submitted by the response date and time specified in this RFP. The Cost Proposal forms in Attachment I shall be used. The Offeror shall also submit one electronic copy of its Technical Proposal in MS Word format (Microsoft Word 2010 or compatible format) and of its Cost Proposal in MS Excel format (Microsoft Word 2010 or compatible format). In addition, the Offeror shall submit a redacted electronic copy in PDF Technical Proposal and its Cost Proposal, in which the Offeror has removed proprietary and confidential information. Please note that, as described below, merely redacting information is not sufficient to comply with *Code of Virginia* § 2.2-4342(F).

5.3 Table of Contents

The proposals shall contain a Table of Contents that cross-references the RFP submittal requirements: “Technical Proposal Requirements.” Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

5.4 Submission Requirements

All information requested in this RFP shall be submitted in the Offeror’s proposals. A Technical Proposal shall be submitted and a Cost Proposal shall be submitted in the Offeror’s collective response. The proposals will be evaluated separately. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act and subject to *Code of Virginia* § 2.2-4342. Confidential information shall be clearly marked in the proposal and reasons why the information should be confidential shall be clearly stated.

Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted shall be identified by some distinct method, such as highlighting or underlining, and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The electronic redacted copy of the technical proposal and cost proposal shall have the proprietary and confidential information removed or blocked out in its entirety so the content is not visible. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal. **Attachment II of this RFP shall be used for the identification of proprietary or confidential information and submitted with the technical proposal.**

All information requested by this RFP on ownership, utilization and planned involvement of small businesses, small women-owned businesses and small minority-owned business (**Attachment III**) **shall be submitted with the Offeror's Cost Proposal.**

5.5 Transmittal Letter

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda (if issued).

At a minimum, the transmittal letter shall contain the following:

5.5.1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:

- a) The Offeror must identify any contracts or agreements they have with any state or local government entity that is a Medicaid and/or Title XXI State Child Health Insurance Program prescribing practitioner or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
- b) Offeror must be able to present sufficient assurances to the state that the award of the contract to the Contractor will not create a conflict of interest between the Contractor, the Department, and its subcontractors;
- c) The Offeror must be licensed to conduct business in the state of Virginia; and,

5.5.2 A statement that the Offeror has read, understands and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, the Contract and Addenda;

5.5.3. The Offeror's general information, including the address, telephone number, and facsimile transmission number;

5.5.4. Designation of an individual, to include their e-mail and telephone number, as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant Contract; and

5.5.5 A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS.

5.6 Signed Cover Page of the RFP and Addenda

To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP, as well as the cover page of the Addenda (if issued), to the RFP; the Proprietary/Confidential Information Identification Form (if necessary), (**Attachment IV**), and The State Corporate Commission form (**Attachment V**) and submit them along with the Technical Proposal.

5.7 Procurement Contact

The principal point of contact for this procurement in DMAS shall be:

Ashley Harrell
Policy and Planning Specialist, Developmental Disabilities & Behavioral Health Division
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219
Email: RFP2017-07@dmass.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact or the DMAS Contract Management Officer named in the cover memo. All RFP content-related questions shall be in writing to the principal point of contact. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after its issuance may be disqualified from this procurement.

5.8 Submission and Acceptance of Proposals

The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 10:00 A.M. ET on August 14, 2017. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals will not be accepted and will be automatically rejected from further consideration. The address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: Kayla Anderson
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: Kayla Anderson
Department of Medical Assistance Services
7th Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

DMAS reserves the right to reject any or all proposals. Reference *Code of Virginia* § 2.2-4319. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Offerors must check the eVA VBO at <http://www.eva.virginia.gov> for all official postings of addendums or notices regarding this RFP. DMAS also intends to post such notices on the DMAS website at http://www.dmass.virginia.gov/Content_pgs/rfp.aspx but the eVA VBO is the official posting site that Offerors must monitor.

5.9 Oral Presentation and Site Visit

At any point in the evaluation process, DMAS may employ any or all of the following means of evaluation:

1. DMAS Review of Industry Publications and Literature
2. Offeror Presentations
3. Site Visits to Offeror
4. Contacting Offerors References
5. Product Demonstrations by the Offeror

6. Obtain a Dun and Bradstreet Report on the Offeror
7. Obtain a Securities Exchange Commission Report on the Offeror
8. Requesting Offeror to elaborate on and/or clarify specific portions of their proposals.

No Offeror is guaranteed an opportunity to explain, supplement or amend its initial proposal. Offerors must not submit a proposal assuming that there will be an opportunity to negotiate, amend or clarify any aspect of their submitted proposals. Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offer.

Offerors should be prepared to conduct product demonstrations, presentations or site visits at the time, date and location of DMAS' choice, should DMAS so request.

DMAS may make one or more on-site visits to see the Offeror's operation of another contract. DMAS shall be solely responsible for its own expenses for travel, food and lodging.

5.10 Technical Proposal

Each chapter must have its own tab. The following describes the required format, content and sequence of presentations for the Technical Proposal:

5.10.1 Chapter One: Executive Summary

(page limit of 6 pages)

The Executive Summary Chapter shall highlight the Offeror's:

- Understanding of the scope of work requirements.
- Qualifications to serve as the DMAS Contractor for the project.
- Overall Approach to the scope of work and a summary of the contents of the proposal.

5.10.2 Chapter Two: Corporate Qualifications and Experience

Chapter Two shall present the Offeror's qualifications and experience to serve as the Contractor. Specifically, the Offeror shall describe its:

A) Organization Status:

- (1) Name of Project Director for this Contract;
- (2) Name, address, telephone number, fax number, and e-mail address of the legal entity with whom the contract is to be written;
- (3) Federal employer ID number;
- (4) Name, address, telephone numbers of principal officers (president, vice-president, treasurer, chair of the board of directors, and other executive officers);
- (5) Name of the parent organization and major subsidiaries;
- (6) Major business services;
- (7) Legal status and whether it is a for-profit or a not-for-profit company;
- (8) A list of board individuals and their organizational affiliations;
- (9) Current organization chart; and
- (10) Any specific licenses and accreditation held by the Offeror.

B) Corporate Experience:

List of each states and which Medicaid programs that you have already worked with on ASAM residential certification or show your experience and demonstrate knowledge of ASAM Criteria for residential treatment services. The Offeror shall describe the background and success of the Offerors organization and experience. The Offeror shall indicate whether the Offeror has had a contract terminated for any reason within the last five years. If so, the

Offeror shall submit full details of the termination including the other party's name, address, and telephone number.

C) References and work samples:

The Offeror shall provide three (3) non-Offeror owned customers or previous clients that will serve to substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP. The Offeror shall provide for each reference; the contract name, address, telephone number, contact person, and periods of work performance. (see Attachment III). **DMAS or DMAS employees shall not be listed as a reference.**

D) Financial Status:

The Offeror shall include its most recent annual financial report or other documentation to demonstrate its financial stability.

5.10.3 Chapter Three: Tasks and Technical Approach

The Offeror must cross reference its Technical Proposal with each requirement within this RFP. The Offeror shall fully describe how it intends to meet all of the tasks and technical proposal requirement listed. **DMAS does not want a "re-write" of the RFP requirements.** Specifically, the Offeror shall describe in detail its proposed approach for each of the required tasks and technical proposal requirements listed. Include any staff, systems, procedures, or materials that will be used to perform these tasks. This includes, but is not limited to, how each task will be performed, timelines, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from DMAS and the MCOs, if any. DMAS is not providing a template for the Technical Proposal as it is up to the Offeror to provide the information clearly and concisely.

5.10.4 Chapter Four: Staffing

(page limit of 10 pages; resumes, job descriptions, and organizational charts will not count toward page limit and shall be included in Offeror's Appendix to the proposal).

The proposal shall describe the following:

- A) **Staffing Plan:** The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in performance of this contract and relationships of the staff to each function of the organization. The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to each Task by each staff position. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements. Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.
- B) **Staff Qualifications and Resumes:** Job descriptions for all key staff on the project including job summary, qualifications, experience and/or expertise required should be included. Resumes are limited to two pages and must be included for each key staff. The resumes of personnel proposed must include qualifications, experience, and relevant education, professional certifications and training for the position they will fill.

5.10.5 Chapter Five: Work Plan and Project Management (limit of 20 pages)

- A) **Work Plan and Project Management:** The proposal shall include a project plan detailing the sequence of events and the time required to implement the scope of work in accordance with the deliverable schedules for each Task. The relationship between key staff and the specific tasks and assignments proposed to accomplish the entire scope of work shall also be included. A plan that clearly outlines the timetable for deliverables and milestones from beginning to end of each Task shall be included in the proposal. The Offeror shall describe its management approach and how its proposed work plan will be executed.

- B) **Progress Reports Template:** Upon award of the contract, the Contractor must prepare written progress reports, as well as telephonic meetings, every week or more frequently as necessary, and present this report to the DMAS contract administrator. The written progress reports will change to monthly when DMAS and the Contractor are in consensus that monthly progress reports are sufficient. The report must include:
- (1) Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.
 - (2) Target dates for completion of remaining or upcoming tasks/activities.
 - (3) Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays.
 - (4) Any revisions to the overall work schedule.

5.10.6 Chapter Six: Required Forms:

This chapter shall contain the signatory documents as outlined in the RFP. These include the following:

- A) RFP Cover Sheet
- B) RFP Addenda (if issued).
- C) Offerors Transmittal Letter
- D) Proprietary/Confidential Information Identification Form (Attachment IV)
- E) State Corporation Commission Form (Attachment V)

6. Proposal Evaluations

DMAS will evaluate the Technical and Cost Proposals received in response to this RFP in a fair and impartial manner provided for by the Virginia Public Procurement Act (Va. Code § 2.2-4300, *et seq.*). The Evaluation Team will be responsible for the review and scoring of all Technical Proposals and the Office of Budget and Contract Management will review and score the Cost Proposals and Small Business Subcontracting Plans. This group will be responsible for making the final recommendation to award to the DMAS Director.

6.1 Evaluation of Minimum Requirements

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical and Cost Proposals. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions may result in a lower score or elimination from further consideration. Reference Agency Procurement and Surplus Property Manual (APSPM) § 7.3(b). DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

Signature Sheets: RFP Cover Sheet, Addenda (if issued), Transmittal Letter, Proprietary/Confidential Information Identification Form (Attachment IV), and State Corporation Commission Form (Attachment V). These forms shall be completed and properly signed by the authorized representative of the organization.

Closing Date: The proposal shall have been received, as provided in Section 5.10, before the closing of acceptance of proposals in the number of copies specified.

Mandatory Conditions: All mandatory General and Specific Terms and Conditions contained in Sections 7 and 8 shall be accepted.

Small Business Subcontracting Plan: Summarize the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses under the contract to be awarded as a result of this solicitation. (Attachment II). **The Small Business Subcontracting Plan is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist and is a scored**

criterion and, if applicable, documents the Offeror and/or their planned subcontractors as a small business certified by the Department of Small Business and Supplier Diversity (DSBSD). Offerors are encouraged to populate the table with their plans to utilize small businesses from joint ventures, partnerships, suppliers, etc. Regardless of planned Small Business utilization, all proposals must have this attachment included in their Cost Proposal.

DSBSD is the only Virginia agency authorized to certify small businesses, and DMAS will not question, re-evaluate, investigate, or otherwise look behind DSBSD's certification decisions. DMAS will evaluate the Small Business Subcontracting Plan in accordance with APSPM §7.2(j) and solely by checking, through DSBSD's website, the certification status as of the due date for receipt of proposals. Certification is expected to remain current for the duration of the evaluation period. To receive the maximum score for the Small Business Subcontracting Plan criterion, the submitting Offeror must be a small business as certified by DSBSD.

6.2 Criteria

Proposals shall be evaluated using a numerical scoring system. The best proposal for each criteria shall receive the highest points for that subjective criteria (not necessarily the maximum) with the other proposals receiving fewer points according to the evaluator's judgment. The broad criteria for evaluating proposals include the elements below:

Criteria	Weights
1. Experience and Qualifications	5%
<ul style="list-style-type: none"> • Credentials • Experience in performing services within the past year(s) most comparable to the Offeror's proposal, to include a description of the type, size, and duration of previous experience. 	
2. References	5%
<ul style="list-style-type: none"> • References from previous customers who have received services similar to those solicited under this RFP that clearly addresses the nature of work performed; substantiate the Offeror's experience and qualifications and demonstrate client satisfaction. 	
3. Technical Proposal	45%
<ul style="list-style-type: none"> • Demonstration in the written proposal of the Offeror's capability, resources, and capacity to provide all required services described in this RFP in a timely, efficient, accurate, and professional manner. • Offeror's proposal demonstrates necessary organizational structure; sufficient staffing levels; and qualified, experienced, and trained staff necessary to successfully meet all RFP needs. • Project work plan and management approach demonstrates capability to successfully implement all RFP requirements in a timely, effective, and efficient manner. • During the periods specified in this RFP, Offeror's operational materials; reports; plans; and samples of Offeror performance demonstrate knowledge and capability to successfully meet all RFP requirements in a timely, accurate, and efficient manner. 	
4. ASAM	15%
<ul style="list-style-type: none"> • Demonstrated in the proposal that the Offeror has experience and knowledge of the ASAM Criteria. • Demonstrated in the proposal that the Offeror understands the residential treatment services and ability to assess providers meeting the ASAM Criteria. 	
5. Cost Proposal	10%
<ul style="list-style-type: none"> • For purposes of evaluation, the Offeror with the lowest Cost Proposal shall be 	

identified and all other Offeror costs shall be evaluated in comparison to this price bid.	
6. Small Business Subcontracting Plan - Attachment II	20%
Total Weight	100%

*** Please note that all requirements contained in this RFP are required to be in effect at the time of proposal submission and must be maintained throughout the duration of the RFP evaluation period, unless otherwise noted, including SWaM certifications. The Department reserves the right to verify any Offeror's response to any RFP requirement at ANY time during the evaluation process, and to adjust scoring accordingly.**

7. GENERAL TERMS AND CONDITIONS

7.1 Vendors Manual

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

7.2 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations..

7.3 Anti-Discrimination

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act* (VPPA), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any individual of goods, services, or disbursements made pursuant to the contract on the basis of the individual's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

In every contract over \$10,000, the provisions in Sections 7.3.1 and 7.3.2. below apply:

7.3.1 During the performance of this contract, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

7.3.2. The Contractor shall include the provisions of 7.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.4 Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.5 Immigration Reform and Control Act Of 1986 Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia (COV), the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

7.6 Debarment Status

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

7.7 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire

under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.8 Mandatory Use of State Form and Terms and Conditions

Failure to submit a proposal on the official State form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

7.9 Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Ashley Harrell at RFP2017-07@dmass.virginia.gov no later than 2:00PM ET, August 1, 2017. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.10 Payment

7.10.1. To Prime Contractor:

- A) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- B) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- D) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.e) Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

7.10. 2. To Subcontractors:

- A) Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

B) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

7.10.3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

7.10.4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

7.11 Precedence of Terms

The following General Terms and Conditions: *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.12 Qualifications of Offerors

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

7.13 Testing And Inspection

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.14 Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth. Any assignment made in violation of this section will be void.

7.15 Changes To The Contract

Changes can be made to the contract in any of the following ways:

7.15.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. In any such change to the resulting contract, no increase to the contract price shall be permitted without adequate consideration, and no waiver of any contract requirement that results in savings to the Contractor shall be permitted without adequate consideration. Pursuant to Code of Virginia § 2.2-4309, the value of any fixed-price contract shall not be increased via modification by more than 25% without the prior approval of the Division of Purchases and Supply of the Virginia Department of General Services.

7.15.2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- A) By mutual agreement between the parties in writing; or
- B) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- C) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

7.16 Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

7.17 Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- 7.17.1.** Workers' Compensation: statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 7.17.2.** Employer's Liability: \$100,000.
- 7.17.3.** Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 7.17.4.** Automobile Liability: \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

7.18 Announcement Of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

7.19 Drug-Free Workplace Applicable for all contracts over \$10,000:

During the performance of this contract, the Contractor agrees to:

- 7.19.1.** Provide a drug-free workplace for the Contractor's employees;
- 7.19.2.** Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 7.19.3.** State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- 7.19.4.** Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.20 Nondiscrimination of Contractors

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.21 eVA Business-To-Government Vendor Registration, Contracts, and Orders:

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- A) For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- B) Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.22 Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement

7.23 Set-Asides in Accordance with the Small Business Enhancement Award Priority

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

7.24 Price Currency

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

7.25 Authorization to Conduct Business in the Commonwealth

The Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8 SPECIAL TERMS AND CONDITIONS

8.1 Access To Premises

The Contractor shall allow duly authorized agents or representatives of the state or federal government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the state or federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor shall be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the U.S. Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

8.2 Access To and Retention of Records

In addition to the requirements outlined below, the Contractor shall comply, and shall require compliance by its subcontractors with the security and confidentiality of records standards with respect to the Department's confidential records.

8.3 Access to Records

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the Centers for Medicare and Medicaid Services (CMS), state and federal auditors, or any of their duly authorized representatives shall have access to any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the Centers for Medicare and Medicaid Services, state and federal auditors, or any of their duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

8.4 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of six (6) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of six (6) years following resolution of such action or longer if such action is still ongoing. Copies on electronic media or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the media or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law. The records, regardless of format, remain the property of DMAS.

8.5 Confidentiality of Personally Identifiable Information

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

8.6 Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment. The agency, its authorized agents and/or state auditors shall have full access to and the right to examine any of said materials during said period. **All known audits and audit discrepancies must be settled before the records can be destroyed.**

8.7 Award

Selection shall be made *of two or more* Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Department shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

8.8 Termination

This Contract may be terminated in whole or in part:

- By the Department, for convenience, with not less than ninety (90) days prior written notice, which notice shall specify the effective date of the termination,
- By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
- By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
- By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

8.8.1 Termination for Convenience

A) The Department may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as DMAS elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as owner may require to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to DMAS' satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, owner shall have no further obligations to the Contractor of any nature.

B). In no event shall termination for the convenience of DMAS terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.8.2 Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. When the Department makes a determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether federal and/or state funds. The Department may terminate this Contract at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract is executed. A determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

8.8.3 Termination Because of Financial Instability

If DMAS determines that there are verifiable indicators that the Contractor will become financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, DMAS shall require verification of the Contractor's financial situation. If from the information DMAS determines the Contractor will inevitably become financially unstable, DMAS may terminate the contract before this occurs. If the Contractor ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, DMAS may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

8.8.4 Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the Contract, has been terminated in full or in part, for default. This written notice shall identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to member notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid/FAMIS Plus or FAMIS individuals, DMAS may immediately terminate this contract prior to providing notice to the Contractor.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure or contract from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

8.9 Remedies for Violation, Breach, or Non-Performance of Contract

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with state or federal laws or regulations the following remedies may be imposed.

8.9.1 Procedure for Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department shall notify the Contractor in writing of the nature of the noncompliance. The Contractor shall remedy the noncompliance within a time period established by the Department and the Department shall designate a period of time, not less than ten (10) calendar days, in which the Contractor shall provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor shall comply to eliminate or prevent the imposition of specific remedies.

8.9.2 Remedies Available To the Department

The Department reserves the right to employ, at the Department's sole discretion, any and all remedies available at law or in equity, including but not limited to, payment withholds and/or termination of the contract.

8.10 Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and be operationally ready to begin work by the implementation date established by DMAS. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make payments as described in Section 4 of this RFP.

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS

8.11 Identification of Proposal Envelope

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed /proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror

Due Date /Time

Street or Box Number

City, State, Zip Code

RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror assumes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8.12 Indemnification

Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

8.13 Submission of Small Business Subcontracting Plan, Evidence of Compliance with Small Business Subcontracting Plan, and Subcontracting Reporting

8.13.1 Submission of Small Business Subcontracting Plan

It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

8.13.2. Evidence of Compliance with Small Business Subcontracting Plan:

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the

right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

8.13.3. Prime Contractor Subcontractor Reporting:

A) Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

B). In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

8.14 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees.

8.15 Renewal of Contract

This contract may be renewed by the Commonwealth for up to five successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

8.15.1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract, **in addition to any modifications**, increased/decreased by no more than the percentage increase/decrease of the "Other Services" under the sub-category of the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8.15.2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal periods, in addition to any modifications, increased/decreased by no more than the percentage increase/decrease of the "Other Services" under the sub-category of the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8.16 Confidentiality of Information

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of

the Contractor's response to this RFP. This paragraph does not apply to public records that would be required to be disclosed in response to a request pursuant to the Virginia Freedom of Information Act.

8.17 Data Exchange Agreement

By submitting a proposal, Contractor understands that it will be required to sign a Data Exchange Agreement to ensure the safeguarding and safe handling of data. A sample of a Data Exchange Agreement is provided in Attachment VI.

8.18 Obligation of Contractor

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel its proposal or to relief of any other nature because of its misunderstanding or lack of information.

8.19 Independent Contractor

Any Contractor awarded a contract under this RFP will be considered an independent contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

8.20 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance specific to this contract shall become the sole property of the Commonwealth. DMAS shall have open access to the above. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

8.21 Subsidiary-Parent Relationship

In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to the Department. DMAS must be notified within ten (10) calendar days of any change in ownership as well as a letter explaining how the changes affect the Contractor's relationship with the Department. Any change in ownership will not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with DMAS without the expressed written consent of the DMAS Director.

8.22 Business Transactions Reporting

The Contractor shall also notify the Department within ten (10) calendar days after any publicly announced acquisition agreement, pre-merger agreement, or pre-sale agreement impacting the Contractor's ownership. Business transactions to be disclosed include, but are not limited to:

- 8.22.1** Any sale, exchange, or lease of any property between the Contractor and a Party in Interest;
- 8.22.2** Any lending of money or other extension of credit between the Contractor and a Party in Interest; and
- 8.22.3** Any furnishing for consideration of goods, services (including management services) or facilities between the Contractor and a Party in Interest. Business transactions for purposes of this section do not include salaries paid to employees for services provided in the normal course of employment by the Contractor

The Contractor shall advise the Department, in writing, within five (5) business days of any organizational change or major decision affecting its Medicaid business in Virginia or other states. This includes, but is not limited to, sale of existing business to other entities or a complete exit from the Medicaid market in another state or jurisdiction.

8.23 eVA Orders and Contracts

The solicitation/contract will result in 1 purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

8.24 Continuity of Services

8.24.1 The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Contractor, may continue them. The Contractor agrees:

- a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

8.24.2 The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

8.24.3 The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

8.25 State Corporation Commission Identification Number

Pursuant to *Code of Virginia*, § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Reference Attachment V- State Corporation Commission Form). Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the

Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, Shall not be conclusive of the issue and Shall not be relied upon by the Contractor as demonstrating compliance.

8.26 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Department. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Department with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The Department shall have the option to review and approve all written agreements between the Contractor and its Subcontractors prior to execution.

8.27 Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. DMAS and Contractor further agree that in the event any provision is deemed an invalid part of this Contract, they shall immediately begin negotiations for a suitable replacement provision to this RFP.

8.28 E-Verify Program

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

8.29 Optional Preproposal Conference

An optional preproposal conference will be held on July 31, 2017 from 11:00 AM to Noon Eastern Time at the Department of Medical Assistance Service, 600 E. Broad Street, Conference Room 11B, Richmond, VA 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Due to space limitations, Offerors are limited to two (2) representatives each at the preproposal conference. To ensure adequate accommodations, Offerors need to pre-register with Ashley Harrell using the following link <https://dmas training.adobeconnect.com/rfppropconf/event/registration.html>, indicating whether attendance will be in-person or telephonic. Offerors should pre-register no later than 2:00 PM Eastern Time on July 28, 2016. Offerors should bring a copy of the RFP to the conference. Any changes resulting from this conference will be issued in a written addendum to the RFP.

8.30 Certification of Internal Controls

The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests,

the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

ATTACHMENT I

COST PROPOSAL RFP 2017-07

The Offeror shall submit pricing based on five (5) levels of care as defined in the RFP and identified below. Cost shall be all inclusive and contain all costs associated to perform the required work. In addition, Offerors shall provide their hourly rate for Appeals support related to a Providers certification.

ASAM Levels of Care	Cost per Completed Assessment/Site Visit		Estimated Number of Annual Site Certifications ¹	Total Cost
1. 3.1 Sites	\$	X	5	\$
2. 3.3 Sites	\$	X	5	\$
3. 3.5 Sites (with a detox license)	\$	X	5	\$
4. 3.5 Sites (without a detox license)	\$	X	5	\$
5. 3.7 Sites (with a detox license)	\$	X	5	\$
Total Cost for ASAM Site Visits				\$
	Hourly Rate		Estimated Number of Hours ²	
6. Appeals Support Related to a Provider's Certification.	\$	X	80 Hours	\$
Total Cost Proposal ³				\$

Note 1: Estimated number of annual site certifications is based on an average of previous year(s) site visits and do not represent actual site visits to be performed by the contractor. These numbers are for cost comparison use only. Amount paid will be based on actual site certifications performed and final negotiated cost per site visit for each level of care.

Note 2: Estimated number of hours for Appeals support related activities is an estimate to be used for cost comparison and do not represent actual hours to be devoted to appeals support. These numbers are for cost comparison use only. Amount paid will be based on the final negotiated hourly rate and actual amount of hours devoted to Appeals support during the term of the contract.

Note 3: The Total Cost Proposal dollar amount will also be used for RFP 2017-07 Small Business Subcontracting Plan (Attachment II) scoring purposes.

ATTACHMENT II

Small Business Subcontracting Plan

To Be Completed By Offeror and Returned With Your Cost Proposal

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____

Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or%)
Totals \$					

ATTACHMENT III

REFERENCES

References RFP 2017-07

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc):	
Contract Size (# of facilities served , # of participants served, etc):	
Contract Period:	
Number of Contractor staff assigned to contract:	
Any legal or adverse contractual actions against the Offeror related to the project:	
Annual Value of Contract:	

ATTACHMENT IV

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

To Be Completed By Offeror and Returned With Your Technical Proposal

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must include only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of such information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal may be scored lower or eliminated from further consideration.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT V

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information: The Offeror

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature

Title

Date

To Be Completed by Offeror and Returned with Your Technical Proposal

ATTACHMENT VI

DATA EXCHANGE AGREEMENT²

GENERAL CONDITIONS

THIS DATA EXCHANGE AGREEMENT is made as of July 1, 2010 by the Department of Medical Assistance Services (DMAS) with an office at 600 East Broad Street, Richmond, Virginia, 23219 and CONTRACTOR NAME with an office at ADDRESS.

This DATA EXCHANGE AGREEMENT (herein referred to as the “Agreement”) constitutes a non-exclusive agreement between DMAS, which administers Medical Assistance, and CONTRACTOR NAME, for the purposes set forth below. DMAS is releasing the information that is the subject of this agreement pursuant to the administration of the State Plan for Medical Assistance. DMAS and CONTRACTOR NAME have entered into this Data Exchange Agreement to comply with: Section 1902(a)(7) of the Social Security Act; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR 431, Subpart F (Safeguarding information on applicants and recipients), Sections 32.1-325.3 and 2.1-377, *et. seq.* of the Code of Virginia; and 12 VAC 30-20-90, as well as our duty to protect the confidentiality and integrity of Protected Health Information (PHI) required by law, the policy of the respective Departments, professional ethics, and accreditation requirements. Parties signing this Agreement shall fully comply with the provisions of the Regulations implementing HIPAA.

DMAS and VENDOR NAME desire to facilitate the provision of or transfer of data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. CONFIDENTIALITY

CONTRACTOR NAME acknowledges that ownership of any data provided by DMAS remains with DMAS and agrees to confirm in writing to DMAS at the termination of this Agreement that the data has been destroyed. CONTRACTOR NAME agrees to use the data only for the activities described below and for no other purpose unless CONTRACTOR NAME first obtains written permission from DMAS. CONTRACTOR NAME agrees to ensure that access to the data will be limited to CONTRACTOR NAME’s direct employees, actively engaged in the provision of medical services, and CONTRACTOR NAME agrees to follow applicable federal and state confidentiality requirements as set forth above at 42 C.F.R., Subpart F and pursuant thereto.

2. INFORMATION TO BE EXCHANGED

Information exchanged between the State agencies is made available only to the extent necessary to assist in the valid administrative needs of the Medicaid program. The data provided by DMAS is as follows:

DESCRIPTION OF DATA TO BE PROVIDED HERE

² The federal requirements for the Data Exchange Agreement are described in 41 CFR 435.945(f).

3. ALL AGENCY OFFICIALS WITH THE AUTHORITY TO REQUEST INCOME AND ELIGIBILITY INFORMATION

The names of all CONTRACTOR NAME officials with authority to request the data described above are the following: CONTACT(S)

4. METHODS FOR DATA EXCHANGE, AND TIMING FOR REQUESTING AND PROVIDING DATA

The methods, including the formats to be used, and the timing for requesting and providing the data that is the subject of this Agreement are as follows: Data will be provided via secure e-mail, or password protected CD via overnight courier service. In no event shall CONTRACTOR NAME provide, grant, allow, or otherwise give, access to the accessed data to anyone without the express written permission of the Director of DMAS. CONTRACTOR NAME assumes all liabilities under both state and federal law in the event that the accessed data is disclosed in any manner.

5. SAFEGUARDS LIMITING THE USE AND DISCLOSURE OF THE INFORMATION AS REQUIRED BY FEDERAL OR STATE LAW OR REGULATIONS

CONTRACTOR NAME shall have in place appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records. CONTRACTOR NAME shall take measures to prudently safeguard and protect unauthorized disclosure of the accessed data received from DMAS. Access to information concerning applicants or recipients must be restricted to individuals who are subject to standards of confidentiality comparable to those DMAS imposes on its own workforce and vendors.

6. REIMBURSEMENT

N/A

Cynthia B. Jones - Director

Department of Medical Assistance Services

<CONTRACTOR NAME Contact>

Name of Company_